

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF GEORGIA  
ATHENS DIVISION

SKYLARK MEATS, LLC,

Plaintiff,

v.

ANGEL FOOD MINISTRIES, INC.,

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action File No: 3:11-cv-141

**COMPLAINT**

COMES NOW Plaintiff Skylark Meats, LLC ("Skylark"), by and through counsel, and shows the following:

**PARTIES AND JURISDICTION**

1.

Plaintiff Skylark is a Delaware Limited Liability Company, with its principal office located at 4430 South 110<sup>th</sup> Street, Omaha, Nebraska 68137.

2.

Defendant Angel Food Ministries, Inc. ("Angel Food") is a Georgia corporation with its principal office located at 1620 South Broad Street, Monroe, Georgia 30655.

3.

Defendant Angel Food is subject to the jurisdiction of this Court and may receive service of process through its registered agent, Wesley Joseph Wingo, located at 1620 South Broad Street, Monroe, Georgia 30655.

4.

This Court has jurisdiction over this controversy under 28 U.S.C. § 1332 in that there is complete diversity of citizenship between the adverse parties and the amount in controversy exceeds the sum of \$75,000.

**FACTS**

5.

Defendant Angel Food entered into a contract for the sale of goods with Plaintiff for the benefit of Defendant Angel Food.

6.

Plaintiff delivered the goods to Defendant.

7.

Defendant failed to pay for the goods.

8.

Defendant has not returned the goods.

9.

As a result of Defendant's actions, Plaintiff Skylark has suffered an amount to be proven, but no less than \$77,202.96 in damages.

**COUNT I:  
BREACH OF CONTRACT AGAINST DEFENDANT**

10.

Plaintiff incorporates by reference Paragraphs 1 through 9 as if fully set forth herein.

11.

Defendant entered into a contract for the purchase of goods.

12.

Defendant breached the contract by failing to pay for the goods received from Plaintiff.

13.

As a result of Defendant's breach of contract, Plaintiff Skylark has suffered an amount to be proven, but no less than \$77,202.96 in damage.

**COUNT II:  
CONVERSION AGAINST DEFENDANT**

14.

Paragraphs 1 through 13 are incorporated by reference as if fully set forth herein.

15.

Defendant intentionally and wrongfully exercised dominion, control and ownership of Plaintiff's goods.

16.

Defendant's conversion of Plaintiff's property rights was willful, as Defendant acted with an intent to permanently deprive Plaintiff of its goods without payment.

17.

As a result of Defendant's conversion of Plaintiff's goods, Plaintiff Skylark has suffered an amount to be proven, but no less than \$77,202.96 in damage.

**COUNT III:  
STUBBORN LITIGIOUSNESS, ATTORNEY'S FEES, AND PRE-JUDGMENT  
INTEREST AGAINST DEFENDANT**

18.

Paragraphs 1 through 17 are incorporated by reference as if fully set forth herein.

19.

Defendant has been stubbornly litigious and otherwise caused Plaintiff unnecessary trouble and expense, despite being provided with adequate notice of Defendant's liability and legal obligations.

20.

Accordingly, Plaintiff seeks attorney's fees and all costs of litigation, including pre-judgment interest.

WHEREFORE, Plaintiff Skylark Meats, LLC demands:

- A. Judgment against Defendant Angel Food Ministries, Inc.;
- B. That Defendant be estopped from fraudulently transferring any assets from the date of the filing of this Complaint in order to avoid any judgment rendered by this Court;
- C. Attorney's fees; and
- D. Pre-Judgment interest, court costs.

Respectfully submitted,

DREW ECKL & FARNHAM, LLP

/s/Paul W. Burke

Paul W. Burke

Georgia Bar No.: 095642

Drew Eckl & Farnham, LLP  
Post Office Box 7600  
Atlanta, Georgia 30357-0600  
404/885-1400

3100358/1  
0001-10027